

# KAISER CEMENT & GYPSUM CORPORATION

**PURCHASE  
ORDER**

**P.O. No. 0871-0100**

SHOW THIS ORDER NO. ON ALL INVOICES,  
SHIPPING MEMOS AND PACKAGES.

**SHIP TO**

**TO**  
"SELLER" Richard J. Camp, President  
BAY CHEMICAL COMPANY, INC.  
4110 East 11th Street  
Tacoma, Washington 98421

(PAGE 1 OF 2)

REQUISITION NUMBER	DATE 8-14-72	TO BE SHIPPED As Required	VIA Tank Truck
F.O.B. <input checked="" type="checkbox"/> OUR PLANT <input type="checkbox"/> SHIPPING POINT <input type="checkbox"/>		FREIGHT 1. <input type="checkbox"/> PREPAY & CHARGE IN INVOICE 2. <input checked="" type="checkbox"/> PREPAY & ALLOW 3. <input type="checkbox"/> COLLECT & ALLOW 4. <input type="checkbox"/> COLLECT	
TERMS Net 10th following month		SALE OR USE TAX STATUS * NR = NOT FOR RESALE - CHARGE TAX NA = NOT APPLICABLE-NO STATE TAX R = FOR RESALE	

PLEASE ENTER OUR ORDER AND FURNISH THE GOODS SPECIFIED BELOW IN ACCORDANCE WITH AND SUBJECT TO ALL TERMS AND CONDITIONS OF THIS PURCHASE ORDER INCLUDING THOSE ON THE REVERSE SIDE HEREOF.

PAGE 1 OF 2 (\*As Advised)

QUANTITY	DESCRIPTION	PRICE	ACCOUNTING
	<p>This purchase order will cover our subsidiary companies' requirements of liquid calcium chloride for the period of <u>September 1, 1972</u> to <u>August 31, 1975</u>.</p> <p>Glacier Sand and Gravel Pacific Building Materials Kaiser Gypsum Company, Inc.</p> <p>Seller will guarantee an uninterrupted supply of pure calcium chloride in the proportion of four (4) pounds per gallon, unless the interruption in said supply is caused by conditions or parties over which Seller has no control. Seller will furnish and install, where necessary, a 2000 or 4000 gallon tank (plastic lined) pumps, plastic piping and any other equipment necessary to bring the material to the mixing tank. All equipment will remain the property of Seller and will be maintained, at no cost to Purchaser, except Pacific Building Materials - Portland, who will maintain the Bay Chemical Company equipment.</p> <p>Seller will not hold Purchaser responsible for damage or loss of said equipment due to circumstances beyond Purchaser's control.</p> <p>VERBAL RELEASES WILL BE MADE COVERING REQUIREMENTS BY REQUISITION NUMBERS FOR BILLING PURPOSES AND BY REFERRING ALSO TO PURCHASE ORDER NO. 0871-0100</p>		

MAIL INVOICES IN TRIPLICATE TO 300 LAKESIDE DRIVE, OAKLAND, CALIF. 94604 ATTN. INVOICE AUDIT DEPARTMENT  
AMOUNTS INVOICED FOR ANY SALE OR USE TAX MUST BE SEPARATELY IDENTIFIED.

SELLER'S INVOICES SHALL SEPARATELY STATE ALL TRANSPORTATION CHARGES FROM THE SHIPPING POINT AND UPON FAILURE TO DO SO ANY RESULTING INCREASE IN SALES, USE, OR OTHER TAXES SHALL BE FOR THE ACCOUNT OF SELLER AND SHALL BE PROMPTLY PAID BY SELLER UPON DEMAND BY PURCHASER.

ADVISE US PROMPTLY IF UNABLE TO FURNISH GOODS AS ORDERED.

NO CHARGES ALLOWED FOR PACKING, BOXING, PALLETIZING OR CRATING.

I hereby certify and warrants that the prices charged herein comply and will continue to comply with all applicable laws, regulations, orders, rulings and court decisions pertaining to price stabilization (herein called "price control laws"), and Seller further certifies and warrants that any provision herein for escalation, change or modification of the price or prices charged herein will, as the effective date of such provision, also comply with all applicable price control laws. Seller agrees that all its invoices submitted pursuant hereto shall contain the following statement: "Seller certifies and warrants that the prices invoiced herein comply with all applicable laws, regulations, orders, rulings, or court decisions in effect on the date hereof pertaining to price stabilization."

DIRECT ALL  
CORRESPONDENCE  
AND  
ACKNOWLEDGMENT  
TO

**KAISER CEMENT & GYPSUM CORPORATION**

BY *R. R. Grimme*  
Director of Purchases

# THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

IN THE EVENT SELLER'S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR OTHER FORM STATES TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE SET FORTH HEREIN, THIS PURCHASE ORDER SHALL BE DEEMED A NOTIFICATION OF OBJECTION TO SUCH ADDITIONAL AND/OR DIFFERENT TERMS AND A REJECTION THEREOF. THIS PURCHASE ORDER CONSTITUTES AN OFFER TO PURCHASE, AND NOT AN ACCEPTANCE OF ANY OFFER TO SELL, THE GOODS AND ANY SERVICES DESCRIBED HEREIN WHICH MAY BE ACCEPTED ONLY IN ACCORDANCE WITH ITS TERMS AND WITHOUT MODIFICATION, ADDITION, DELETION OR ALTERATION. IN THE ABSENCE OF WRITTEN ACCEPTANCE OR OTHER WRITTEN CONFIRMATION, HEREOF BY SELLER, THE COMMENCEMENT OF ANY WORK BY SELLER IN PURSUANCE OF THIS ORDER OR THE MAKING OF ANY DELIVERIES BY SELLER OF THE GOODS DESCRIBED HEREIN SHALL BE DEEMED AN ACCEPTANCE HEREOF AND A CONTRACT SHALL BE FORMED ONLY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. As used herein, the term "Purchaser" means the party designated as such on the face of this order, and the term "Seller" means the party designated as such on the face of this order.

2. This form, when properly signed by Purchaser and bearing an order number, is the only authorization which will be recognized by Purchaser for charges to its account.

3. Neither the quantity nor quality of the goods delivered by Seller to Purchaser shall differ from those specified on the face hereof, nor shall any other modifications of this purchase order be effective unless such changed quantity or other modification is first ordered by Purchaser by written change order. Seller shall make no shipment of nonconforming goods, whether as an accommodation or otherwise, unless first authorized in writing by Purchaser.

4. Seller shall properly package all goods for safe shipment to the Purchaser and a notice of shipment shall be sent by Seller to Purchaser at the time the goods described herein are shipped which shall state the number of the order, the kind of goods, the Seller's name, the point of origin, the carrier and route by which the shipment is being made.

5. Seller warrants that any transportation costs included in the price will not exceed actual transportation costs paid by Seller. If this order calls for payment of any transportation costs by Purchaser, Purchaser shall in no event be liable or accountable for any amount in excess of the actual costs of transportation. Seller shall be accountable for and pay any excess transportation costs arising from Seller's failure to make delivery to the f.o.b. point or to follow shipping instructions furnished by Purchaser.

6. Unless otherwise expressly provided on the face of this Purchase Order, all taxes, duties, tolls, fees, impost charges or other governmental exactions shall be deemed included in the purchase price of the goods, and Purchaser shall have no liability to pay Seller any amount in excess of the purchase price specified herein.

7. In placing this Purchase Order, Purchaser is relying on Seller's skill and judgment in selecting and providing the proper goods and any applicable services for Purchaser's particular use. Seller warrants to Purchaser and its successors in interest that the goods and any services covered hereby will correspond with the description of the same on the face of this order, will conform to all applicable specifications, will be new and of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of the State where the goods are to be used. Seller also warrants that said goods are free and clear of all liens and encumbrances whatsoever and that Seller has a good and marketable title to same, and Seller agrees to hold Purchaser and its successors in interest free and harmless against any and all claimants to said goods.

8. Seller represents that it has fully investigated all specifications, including any furnished by Purchaser, in connection with the goods, and based on such investigation and its past experience and superior knowledge with respect to such goods, has determined that the production thereof will not infringe any patent, trademark or copyright. Seller warrants to Purchaser and its successors in interest that the manufacture, sale or use of the goods and any services covered by this order, whether manufactured in accordance with Purchaser's specifications or otherwise, do not and will not infringe upon any patent, trademark or copyright and Seller shall indemnify and hold Purchaser and its successors in interest free and harmless from and against any and all claims, demands, costs and liabilities, including legal expenses, arising out of any such infringement or claim of infringement. Purchaser is relying upon the experience, skill and superior knowledge of Seller with respect to the goods and makes no representation that Seller will be safe in manufacturing the goods as required under this order. In no event shall Purchaser or its successors in interest be liable to Seller for any patent, copyright or trademark infringement or claim thereof.

9. Notwithstanding any f.o.b. point specified on the face of this order or any shipping instructions, Seller shall assume and pay any and all loss or damage to the goods from any cause whatsoever until Purchaser receives delivery of the goods at the point of ultimate destination. Irrespective of the foregoing or any terms of shipment, title to the goods shall pass from Seller to Purchaser when the goods are transferred at the point of origin to railcar, truck or other transportation facility.

10. Seller warrants and agrees that all goods delivered pursuant to this order shall be produced, sold and delivered to Purchaser in compliance with and conforming to all applicable laws and governmental orders, rules and regulations, including Executive Order 10925, as amended relating to nondiscrimination, and that the prices for such goods are not in excess of any applicable price established by law or governmental regulation. Seller shall furnish to Purchaser upon request certificates or other evidence showing compliance with this Article.

11. Notwithstanding any prior payment therefor, all goods are subject to inspection and testing by Purchaser after arrival at the ultimate destination, and if the goods are to be incorporated into a plant or other operating facility, Purchaser's inspection and testing of the goods may be made under operating conditions after the goods have been installed. If upon inspection or testing such goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship or fail to meet any guarantees or operating or other specifications contained herein or any other requirements of this Purchase Order, then without prejudice to any other rights or remedies, Purchaser may return the goods or any part thereof to Seller, and all amounts theretofore paid by Purchaser to Seller on account of the purchase price of such returned goods, together with any costs incurred by Purchaser in connection with the original delivery or return of such goods, shall be repaid to Purchaser by Seller. Neither the inspection nor failure to make inspection nor acceptance of goods shall release Seller from any of the warranties or other provisions of this order nor impair Purchaser's right to reject nonconforming goods. Purchaser reserves the right, even after it has paid for and accepted said goods, to make a claim against Seller on account of any goods which do not prove to be satisfactory or are defective irrespective of Purchaser's failure to notify Seller of a rejection of nonconforming goods or revocation of acceptance thereof, or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

12. Time is of the essence hereof. If Seller shall default in performance hereof or breach any of its obligations hereunder or if Seller becomes insolvent or a trustee or receiver of Seller's business or assets is appointed by any court or if Seller shall make an assignment for the benefit of creditors, then in any of such events Purchaser may cancel this order in whole or in part by written or telegraphic notice to Seller, and Purchaser shall have no liability, or obligation whatsoever to Seller by reason of or resulting from such cancellation, but at Purchaser's sole election it may pay Seller its actual direct out of pocket costs of performance hereunder to the date of such cancel-

lation, as approved by Purchaser, in which event the goods or uncompleted portions of the goods shall be the property of Purchaser, and Seller shall safely hold the same for a reasonable time subject to receipt of Purchaser's written shipping instructions or other disposition instructions.

13. In addition to and without prejudice to the right to cancel under Article 12, Purchaser may terminate this order in accordance with the following provisions:

(a) If this order covers goods manufactured or fabricated to Purchaser's specifications or specifications especially prepared by Seller for Purchaser, then at any time prior to delivery of all goods covered by this order Purchaser may terminate this order in whole or in part by written or telegraphic notice to Seller, and in such event the following provisions shall apply:

(i) Immediately upon receipt of such notice of termination or upon such other date as may be specified in said notice, Seller shall stop all work in connection with this order except as otherwise directed by Purchaser;

(ii) Purchaser shall pay and Seller shall accept as full compensation Seller's actual direct out of pocket costs to the date work is stopped, including Seller's reasonable expense in connection with termination of any subcontracts, all as approved by Purchaser, plus 6% of such costs, provided, however, that in no event shall the total amount to be paid to Seller upon such termination plus payments previously made exceed that proportion of the aggregate total purchase price specified herein that the work actually performed hereunder to the date work is stopped bears to the entire work to be performed hereunder;

(iii) The goods or uncompleted portions of the goods shall be the property of Purchaser, and Seller shall safely hold the same for a reasonable time, subject to receipt of Purchaser's written shipping or other disposition instructions.

(b) If the goods covered by this order are standard stock merchandise, Purchaser may terminate all or any part of the unshipped portion of this order at any time by written or telegraphic notice to Seller, and in such event Purchaser shall have no further obligation for cancellation charges or otherwise hereunder except to make payment, subject to other applicable terms hereof, for the goods actually shipped and in transit prior to such termination and to make payment for any goods as to which this order is not terminated which are shipped subsequent to such termination.

14. Seller shall indemnify and save Purchaser free and harmless from and against any and all claims, damages, liabilities or obligations of whatsoever kind, including but not limited to damage, or destruction of property and injury or death of persons, resulting from or connected with Seller's performance hereunder or any default by Seller or breach of its obligations hereunder.

15. This Purchase Order, together with any written documents which may be incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. All such previous communications are hereby abrogated and withdrawn, and no stipulations, representations or agreements by Purchaser or any of its officers, agents or employees shall be binding on the Purchaser unless contained in this Purchase Order or incorporated herein by reference as above provided and no local, general or trade customs or previous course of dealing or performance shall alter or vary the terms hereof.

16. The waiver by Purchaser of any term, condition or provision herein stated shall not be construed to be a waiver of any other terms, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision, nor shall it be deemed a waiver of any provisions in any subsequent order.

17. The laws of the State of California shall govern the validity, interpretation and enforcement hereof, Purchaser's rights and remedies provided hereunder and by law shall be cumulative.

IF THE FACE OF THIS PURCHASE ORDER INDICATES THAT THE GOODS ARE FOR USE IN THE PERFORMANCE BY PURCHASER OF A PRIME CONTRACT OR LOWER TIER SUBCONTRACT WITH ANY AGENCY OF THE UNITED STATES GOVERNMENT OR ANY STATE OR POLITICAL SUBDIVISION THEREOF, THE ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE ATTACHED EXHIBIT SHALL APPLY.

# KAISER CEMENT & GYPSUM CORPORATION

**PURCHASE  
ORDER**

**P.O. No. 0871-0100**

SHOW THIS ORDER NO. ON ALL INVOICES,  
SHIPPING MEMOS AND PACKAGES.

**SHIP TO**

**TO** • Richard J. Camp, President  
"SELLER" BAY CHEMICAL COMPANY, INC.  
4110 East 11th Street  
Tacoma, Washington 98421

(PAGE 2 OF 2)

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SY-CH-98-033237 C-409-004-238 102980			

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PAGE 2 OF 2 (\* As Advised)

QUANTITY	DESCRIPTION	PRICE	ACCOUNTING
	<u>Specifications</u>	<u>Weight Percent</u>	
	Calcium chloride 100% cal <sub>2</sub> Min.	36.00	
	Magnesium, as MgCl <sub>2</sub> Max.	0.25	
	Alkali chlorides, as NaCl Max.	1.00	
	Other impurities Max.	0.50	
	Water	Balance	
	Estimated annual usage 110,000 gal.		
	<u>Delivered Prices</u> - Subject to Maximum increase of \$.0025 per lb. during contract period.		
	Glacier Sand and Gravel .175 per gal.		
	Pacific Building Materials .195 per gal.		
	Kaiser Gypsum Company, Inc. .175 per gal.		
	Lease cost \$1.00 per year with no installation or removal charge to apply.		
	THIS PURCHASE ORDER NO. 0871-0100 DATED August 14, 1972		
	IS ACCEPTED THIS 22nd DAY OF August		
	SELLER Bay Chemical Co.		
	BY Richard Camp		
	TITLE President		

MAIL INVOICES IN TRIPLICATE TO 300 LAKESIDE DRIVE, OAKLAND, CALIF. 94604 ATTN. INVOICE AUDIT DEPARTMENT  
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PROMPTLY PAID BY SELLER UPON DEMAND BY PURCHASER.

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**KAISER CEMENT & GYPSUM CORPORATION**  
PURCHASER  
C. R. Grimme  
BY Director of Purchases